

1 BILL NO. S-87-04-21

2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving the Contract  
4 for Res. 6080-87, Asphalt Resurfacing  
5 Program, 6th Package, NIP Bond  
6 Issue, between Wayne Asphalt and  
the City of Fort Wayne, Indiana,  
in connection with the Board of  
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 6080-87, Asphalt  
10 Resurfacing Program, 6th Package, NIP Bond Issue, by and between  
11 Wayne Asphalt, and the City of Fort Wayne, Indiana, in connection  
12 with the Board of Public Works and Safety, for:

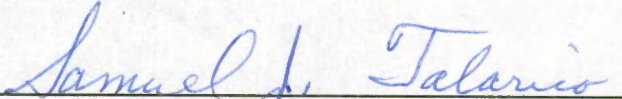
13 the improvement by resurfacing  
14 and restoring pavement as desig-  
15 nated on the following streets  
16 to be known as: RECKEWEG RD.:  
17 from Illinois Rd. to Upper Huntington  
18 Rd. HESSEN CASSEL ROAD: From  
19 Oxford Street to McKinnie Ave.  
20 SOUTH PARK DR.: from Rudisill  
21 Blvd. to Pettit. HESSEN CASSEL  
22 ROAD: from Village Court Dr. to  
23 Larkwood Ln. SMITH ST.: from  
24 Maple Grove Ave. to Paulding Rd.  
REED ST.: from Rudisill Blvd.  
to McKinnie Ave. PETTIT AVE.:  
from Lafayette St. to Hanna. EAST  
SHERWOOD TERRACE: from Calhoun  
St. to Lafayette. MARQUETTE DR.:  
from Calhoun St. to Lafayette Es-  
planade. CONGRESS AVE.: from  
Calhoun St. to Lafayette. CHAM-  
PLAIN DRIVE: from Lafayette to  
Lafayette Esplanade;

25 the Contract price is Three Hundred Seventy-Nine Thousand Two  
26 Hundred Seventy-One and 09/100 Dollars (\$379,271.09), all as  
27 more particularly set forth in said Contract, which is on file  
28 in the Office of the Board of Public Works and Safety and, is  
29 by reference incorporated herein, made a part hereof, and is  
30 hereby in all things ratified, confirmed and approved. Two (2)  
31 copies of said Contract are on file with the Office of the City  
32 Clerk and made available for public inspection, according to  
33 law.

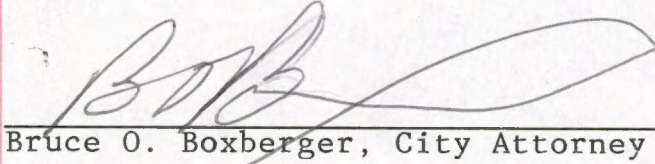


1 Page Two

2 SECTION 2. That this Ordinance shall be in full force  
3 and effect from and after its passage and any and all necessary  
4 approval by the Mayor.

5  
6   
7 Councilmember

8 APPROVED AS TO FORM  
9 AND LEGALITY

10   
11 Bruce O. Boxberger, City Attorney

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32



Read the first time in full and on motion by Talarico  
seconded by Kerry, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 4-14-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico  
seconded by Kerry, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BRADBURY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>HENRY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>REDD</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 4-28-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-81-87  
on the 28th day of April, 1987,

ATTEST:

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 29th day of April, 1987,  
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this pr day of May,  
1987, at the hour of 4:00 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



**BOARD OF PUBLIC WORKS AND SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\***

Page 1 of 1

**(Non-Federally Assisted Construction)**

**PROJECT:** Asphalt Resurfacing Program      **RESOLUTION #** 6080-87  
6th Package NIP BOND ISSUE

**CONTENTS**

Check if contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings (If Applicable)
X		Improvement Resolution
X		Notice to Bidders
X		

**ATTACHMENTS**

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment		10 Calendar Days    20 Calendar Days    30 Calendar Days    Other
		_____
Acknowledgement of Amendments		Amendment No.    Date
(See General Provisions Clause)		

\*\*\*\*\*

**BID SUBMITTED**

**ACCEPTANCE OF BID/AWARD OF CONTRACT**

**Contractor** WAYNE ASPHALT & CONST. CO., INC. **City of Fort Wayne**

**By** Craig A. Moyer **Board of Public Works and Safety**

**Its** Craig A. Moyer, President

**Offer**

**Date** March 11, 1987

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

**Compliance:** J. Adams

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

**City of Fort Wayne**  
**Mayor**

**Award**

**Date**

3-18-87



**INSTRUCTIONS TO BIDDERS**  
**Board of Public Works and Safety**  
**City of Fort Wayne, Indiana**

February 20 1987  
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 11th day of March, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

ASPHALT RESURFACING PROGRAM - 6TH PACKAGE NIP BOND ISSUE  
SEE ATTACHED IMPROVEMENT RESOLUTION 6080-87 FOR LIST OF STREETS  
AND IMPROVEMENTS

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.



All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.



In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (---%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.



- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☐ (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Gaines Const. Co., Inc.	217 W. Washington Ctr. Rd.	
2.	Ft. Wayne, In. 46825	Structures
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking	7432 Lwr. Huntington Rd.	Hauling
2.	Fort Wayne, In. 46809	
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(attach additional sheets as necessary)

Contractor Wayne Asphalt & Const. Co.

Contractor \_\_\_\_\_

By Craig A. Moyer

By \_\_\_\_\_

Its Craig A. Moyer, President

Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

---

---

---

---

(attach additional sheets if necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC.

By

Its Craig A. Moyer, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows:

---

---

---



## SCHEDULE

### Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6080-87 ASPHALT RESURFACING PROGRAM - 6th PACKAGE

All work will be performed in accordance with: Resolution # 6080-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$                     . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 7/31/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 7-31-87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 7-31-87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



## ITEMIZED PROPOSAL

**CONTRACTOR:** WAYNE ASPHALT & CONST. CO., INC.

PROJECT: ASPHALT RESURFACING-6TH PACKAGE

RES. NO: 6080-87

[illegible]

**TOTAL:**

\$396,271.09

Sheet of \_\_\_\_\_

Note: Contractor will be paid on measured quantities only at unit price bid



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Wayne Asphalt & Const. Co., Inc.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Wayne Asphalt & Const. Co.,  
Inc., that Wayne Asphalt & Const. Co., Inc.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 11th day of March, 1987.

WAYNE ASPHALT & CONST. CO., INC.  
(Name of Bidder/Vendor)

Craig A. Moyer PRES.  
(Name and Title of Person Signing)  
Craig A. Moyer, President



STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
Craig A. Moyer	432-0243
Virg Walters	436-0100
Denny Hipskind	436-1611

WAYNE ASPHALT & CONST. CO., INC.  
**Contractor**

Resolution Number 6080-87



NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Craig A. Moyer, President

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

WAYNE ASPHALT & CONST. CO., INC.

Craig A. Moyer  
Craig A. Moyer, President

Subscribed and sworn to before me by Craig A. Moyer, President  
this 11th day of March, 1987

My Commission Expires:

January 12, 1990

Esther J. Smith  
Notary Public Esther J. Smith  
Resident of Allen County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

Contract No.



# UNITED STATES FIDELITY AND GUARANTY COMPANY



## BID BOND

BOND NUMBER .....

### KNOW ALL MEN BY THESE PRESENTS:

THAT WAYNE ASHPALT & CONSTRUCTION CO., INC.

of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto Board of Public Works & Safety, City of Fort Wayne

as Obligee, in the full and just sum of.....

Five Per Cent (5%) of Maximum Bid----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal is herewith submitting its proposal

Asphalt Resurfacing-Res #6080-87

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered March 10, 1987.  
(Date)

E.O. Smith

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Dunham  
127 W. Berry St.  
Fort Wayne, IN 46802

WAYNE ASHPALT & CONSTRUCTION CO., INC. (SEAL)

BY: Virgil E. Walter (SEAL)

John J. Smith  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana  
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace  
Vice-President.

(SEAL)

(Signed) John A. Umberger  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks  
Clerk of the Circuit Court for Baltimore City.



## COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

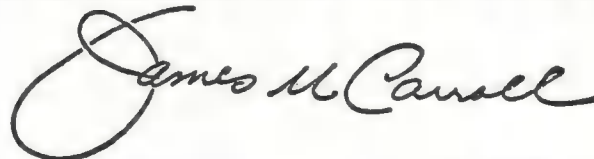
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on March 10, 1987.

(Date)



.....  
Assistant Secretary.

# UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

## PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

### KNOW ALL MEN BY THESE PRESENTS:

That WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.  
as Principal,  
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws  
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works & Safety, City of Fort Wayne  
as Oblige, hereinafter called Owner, in the amount of Three Hundred Sixty Nine Thousand, Two Hundred  
Seventy One and 09/100 Dollars (\$369,271.09),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated April 1 1987, entered into a contract with Owner for  
Res. #6080-87; 1986 Resurfacing, 6th Package  
NIP Bond Issue  
in accordance with drawings and specifications prepared by .....  
(Here insert full name, title and address)  
....., which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform  
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest  
responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,  
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a  
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable  
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall  
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by  
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the  
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or  
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 1st day of April, 1987

In the presence of:

E. J. Smith  
(Witness)  
YASTE, ZENT & RYE AGENCY, INC.  
Carol J. Henderson  
(Witness)

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

By Craig A. Mays (Seal)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [Signature] (Seal)  
Attorney-in-Fact



# UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

as Principal, hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

Board of Public Works & Safety, City of Fort Wayne

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Three Hundred Sixty Nine Thousand, Two Hundred Seventy One and 09/100 Dollars (\$ 369,271.09), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated April 1 1987, entered into a contract with Owner for Res. #6080-87; 1986 Asphalt Resurfacing, 6th Package. NIP Bond Issue

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 1st day of April, 1987

*E. J. Smith*  
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

(Witness)

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

By *Craig A. Meyer* (Seal)  
Principal

By *John J. Smith* (Seal)  
Attorney-in-Fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana  
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace  
Vice-President.

(SEAL) (Signed) John A. Umberger  
Assistant Secretary.

STATE OF MARYLAND, } ss:  
BALTIMORE CITY, }

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks  
Clerk of the Circuit Court for Baltimore City.



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

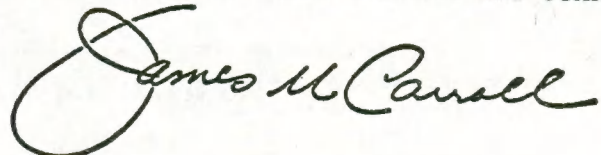
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on April 1, 1987

(Date)



.....  
Assistant Secretary.

BID TAB

DATE: 3-11-87

PROJECT: ASPHALT RESURFACING - 6TH PACKAGE

RES. NO: 6080-B7

BIDDER:

ADYNE ASPHALT

BIDDER:

S.E. JOHNSON

BIDDER:

BROOKS CONST. CO.

BIDDER:

REITH-BILEY CONST. CO.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	PAVEMENT REMOVAL	4023	SY	6.00	24150.00	2.25	9056.25	2.40	9660.00	2.00	8050.00	4.09	16462.25
2	PAVEMENT PLANING	17274	SY	3.00	51822.00	1.16	20037.84	1.47	25392.78	1.65	28502.10	2.08	35929.92
3	H.A.C. #9 BINDER	4728	TON	27.00	127656.00	23.25	110576.00	23.55	110554.40	25.73	126797.44	25.34	124875.52
4	H.A.C. #11 BINDER	1976	TON	28.00	55368.00	24.75	49401.00	23.95	47804.20	27.73	55449.08	22.70	45009.20
5	H.A.C. #2 SURFACE	2507	TON	29.00	72703.00	28.20	70697.40	26.55	66560.85	25.00	62675.00	24.32	60970.24
6	H.A.C. #8 SURFACE	1478	TON	29.00	42862.00	26.20	38723.60	25.30	37393.40	26.73	39506.94	24.70	36506.60
7	JOINT & CRACK SEALER	10	TON	650.00	6500.00	600.00	6000.00	515.00	5150.00	750.00	7500.00	1085.00	10850.00
8	STD. INLETS (COMPLETE IN PLACE)	4	EA	850.00	3400.00	700.00	2800.00	850.00	3400.00	675.00	2700.00	725.00	2900.00
9	STD. C.B. S (COMPLETE IN PLACE)	30	EA	1500.00	45000.00	1500.00	45000.00	1300.00	39000.00	1425.00	42750.00	1000.00	30000.00
10	C.B. S ADJUST & SET TO GRADE	37	EA	185.00	6845.00	205.00	7585.00	230.00	9250.00	175.00	6475.00	273.00	10101.00
11	M.H. S ADJUST & SET TO GRADE	70	EA	185.00	12950.00	195.00	13650.00	230.00	17500.00	175.00	12250.00	298.00	20160.00
12	M.V. S ADJUST & SET TO GRADE	84	EA	85.00	7140.00	95.00	7980.00	100.00	8400.00	75.00	6300.00	75.00	6300.00
13	#53 STONE (ROLLED & COMPACTED)	1104	TON	12.00	13248.00	9.75	10764.00	10.20	11260.80	9.95	10984.80	11.40	12585.60
TOTAL:					\$475,564.00		\$396,271.09		\$396,826.43		\$409,840.36		\$412,950.33
1% over							9.00%	over			0.00%	over	
1% under							16.67%	under			16.56%	under	
TOTAL:													
1% over							0.00%	over			0.00%	over	
1% under							13.82%	under			13.82%	under	



TITLE OF ORDINANCE Contract for Res. 6080-87, Asphalt Resurfacing Program,  
6th Package, NIP Bond Issue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety S-87-0421

SYNOPSIS OF ORDINANCE The Contract for Res. 6080-87, Asphalt Resurfacing  
Program - 6th Package, NIP Bond Issue is for the improvement by resur-  
facing and restoring pavement as designated on the following streets to  
be known as: RECKEWEG RD.: from Illinois Rd. to Upper Huntington Rd  
HESSEN CASSEL ROAD: From Oxford Street to McKinnie Ave. SOUTH PARK DR.:  
from Rudisill Blvd. to Pettit HESSEN CASSEL ROAD: from Village Court  
Dr. to Larkwood Ln. SMITH ST.: from Maple Grove Ave. to Paulding Rd.  
REED ST.: from Rudisill Blvd. to McKinnie Ave. PETTIT AVE.: from Lafay-  
ette St. to Hanna EAST SHERWOOD TERRACE: from Calhoun St. to Lafayette  
MARQUETTE DR.: from Calhoun St. to Lafayette Esplanade CONGRESS AVE.:  
from Calhoun St. to Lafayette CHAMPLAIN DRIVE: from Lafayette to  
Lafayette Esplanade. Wayne Asphalt is the contractor.

EFFECT OF PASSAGE Improvement of above streets.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$379,271.09

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-21

REPORT OF THE COMMITTEE ON PUBLIC WORKS

*Committee of the Whole*

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) <sup>XXXXXXXXXX</sup> (RESOLUTION) approving the Contract for

Res. 6080-87, Asphalt Resurfacing Program, 6th Package, NIP

Bond Issue, between Wayne Asphalt and the City of Fort Wayne,

Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) <sup>XXXXXXXXXX</sup> (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(RESOLUTION) <sup>XXXXXXXXXX</sup>

YES

NO

*Mark E. Giacinto*  
*Samuel J. Talarico*  
SAMUEL J. TALARICO  
CHAIRMAN

*Janet G. Bradbury*  
JANET G. BRADBURY  
VICE CHAIRPERSON

*Paul M. Burns*  
PAUL M. BURNS

*James S. Stier*  
JAMES S. STIER

*Charles B. Redd*  
CHARLES B. REDD

CONCURRED IN 4-28-87

SANDRA E. KENNEDY  
CITY CLERK

*Don G. Schneider*